

EXHIBIT 1

Melissa Russo

----- Forwarded message -----

From: **chart_cm** <chart@commixtio.com>

Date: Wed, 2 Dec 2020 at 21:16

Subject: ocean force/CAC

To:

COMMIXTIO LTD, ODESSA

to owners

to chrts

clean fixture recap asf

c/p dated 02/12/20

mv Ocean Force as below short description

MPP/ROLO

Class GL 100 A5 E / Flag Belize

Blt 06-1983 at HUSUMER KROEGER in Germany

DWT abt 4,555 mts on 4.83 mSSW

1 Ho/Ha - Bl 10,487 m3

GT/NT 6,705/2,011

LOA/LBP/BM/DM 106.11/99.65/19.60/10.95 m

MAK (6M453AK) 2x1470 kW 12.3 Kn

Shaft gen / Bow thruster

Cr 2x63 ts

straight stern ramp cap 600 mt

ada wog

vessel not to be used for semi-sub operation

full tc description is attached

vessel will carry some containers with owners equipment on board which will
reduce vessels' intake according

- dwt scale and ship's certificates as attached

- vsI can trade fully burning MGO

- owns to confirm vsl is full IACS and full P&I covered and will remain during tc period

for

acct : CAC Maritime, Ltd.
based in Panama and have been in business
since 2009. (please insert full style)

Last fixtures : mv Melina (Onego)
mv Beauforte (Onego)
mv Tide Navigator (Schulte & Bruns)

- Chrts main trading Fall River MA and NY to St. Marc Haiti, and bunkers
will be supplied in US from following bunker supplier :

Luzo Fuel
luzofuel.com
126 Macarthur Dr, New Bedford, MA 02740
(508) 996-8042
Attn : Carlos

Chrts are not planning of having long term bunker credits. Chrts to
provide to owns every time bunkers replenish bunkers order and payment
confirmation.

- t/c period : 3 months + 3 months in chopt to be declared 15 prior
expiration last period

in case no declaration from charterers side cp to be considered
automatically extended

-- vessels trading area limited with
USEC/USG/CARIBS/ECCA/NCSA/WCCA/USWC/WCSA except war risk areas within
INL/IWL limits and excl areas may potentially put vessel/owner under
sanctions. st lawrence/great lakes is excluded. VENEZUELLA AND CUBA and
cape horn transit TO BE EXCLUDED
any other areas are ok subject to owners reconfirmation not be unreasonably
withheld

- vsl to be able to trade to full operational capabilities as far as
stability/trim/certificates and local rules permits

- hire : usd 6,100 pdpr

- hire to be paid every 15 days

- first hire 15 days to be paid in advance on clean fixture

- delivery : DLOSP Wilmington Delaware USA

- laycan Dec 13-15

- redely DLOSP USEC/Caribs/USG in chrts options excl. Cuba

- chrts to be able use of all lashing and lifting material as on
board and as per attached lashing invenoty list

- bunkers : chrts to redeliver vsl with same amount of bunkers as on
delivery.

- expected BOD bod 130-170 mts LS MGO 0.1%

- charterers do not pay for bunker on delivery but they are obliged
to stem their bunker in Fall Rivers where the ship will proceed for
loading adter delivery DOP Wolmington, DE. such porcedure is accpetd

by owners provided:

1/ 1st hire is fully paid in advance and

2/ owners are entitled to terminate the charter party and reimburse all their damages if chrts fail to stem thier bunker in Fall River and
3/ vessel allways keep on board at least 100 mt of MGO which is belongs to owners and are not allowed for chrts' use (as far as chrts never paid for it)

- crew to perform any necessary lashing/welding jobs during charter period with bonus negotiated with master case by case.

- vessel will carry some containers with owners equipumnt on board which will reduce vessels' intake accordingly (see aatched exepcted stow of owners' cargo)

- otherwise as per owns' executed t/c party as attached

- Arbitration In London/ english law to aply

- bimco clauses to be fully incorporated into cp:

2020 marine fuel sulphur content clauses to time charter parties

BIMCO Canadaian Advance Cargo Notification Clause for Liner Bills of Lading
Law and Arbitration Clause 2020 London

War Risks Clause for Time Chartering 2013 (CONWARTIME 2013)

Infectious or Contagious Diseases Clause for Time Charter Parties 2015

Ice Clause for Time Charter Parties 2005

COVID-19 Crew Change Clause for Time Charter Parties 2020 (full hire to apply)

- 1.25 pct comm here

END

owners will revert with amended hire invoice.

chrts - pls advise to whom notices to be given.

thanks for this fixture.

Best Regards
Sergey Dudnik
as agent only

dir.+380 482 307774
mob.+380 503161556

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as agents only

SHIP'S PARTICULARS

Name:	Ocean Force	Owner:	Redbrick Ventures Ltd.,
Call sign:	V3WI7		Drake Cambers,Road Town,
Built:	Husum, 1983		Tortola, BVI.
Yard No.:	1482 Husumer Schiffswerft		
Flag/Port of registry	Belize/Belize City		
Official No.:	731482		
IMO No.:	8215613		
GL No.:	30398		
MMSI No.:	312666000		
INM-C No.:	431266611/431266610	Freeboard from deck line(H/C CLOSED):	
FBB-500 Voice No.:	870-773-186861	Tropical: 1205mm Deck line=6,02m	
FBB-500 Fax No.:	870-761-134328	Summer: 1205mm FW Allowance=100mm	
		Winter: 1205mm Summer draft: 4,82m	
E-Mail	oceanforce@skyfile.com	WNA: 1205mm	
Class:	Ro-Ro ship, Semi-submersible		
	equipped for Containers	Freeboard from deck line(H/C OPENED):	
Classification :	Germanischer Lloyd:+100 A5	Tropical: 2415mm Deck line=6,02m	
	<u>SUEZ PANAMA</u>	Summer: 2490mm FW Allowance=75mm	
GRT:	6705 6796,71 6962	Winter: 2565mm Summer draft: 3,53m	
NRT:	2011 6051,38 6107	WNA: 2615mm	
DWT:	4374 Open sky: 2030		
LOA:	106,11 LBP: 99,65m		
Breadth:	19,6 BOA: 20,42m		
Moulded depth:	10,95m		
Summer draft:	4,82 Open sky: 3,53		
Light ship:	2979 w/o h/covers: 2725		
Air draft above keel:	35,00m	To radar mast:	31,75m
Depth(CGO DECK):	5,01m	Upper deck:	10,95m
Holds/hatches:	1.1	Hold cubic breakdow	370.000cbf bale 10,487cbm
Hatch type:	Single box	Container capacity:	452TEU(see remark)
H/covers type:	MACOR, PICK-A-PACK system	Hold:	228TEU(w/o stack cones)
		Upper deck:	224TEU 25/40mts
	Hold dimensions(LxBxH)		
Garage deck:	85,5x14,92x7,80m		
		Cranes	2 x 63 t on starboard side
Upper deck:	86,60x15,00m		
	Hatch covers (LxBxH)		
HC No.1	12,90x15,00x0,90m	Weight:	38mt
HC No. 2,3,4,5,6:	12,54x15,00x0,90m	Weight:	36,8mt Total weight: 254mt
HC No.7	10,67x15,00x0,90m	Weight:	32mt
		Weight:	Total weight:
Deck strength:		Stackweight container 20'/40':	
Garage=	10,00t/m	60/90tons	
Tween deck=			
Upper deck=	1,27t/m	25/40tons	
Engine:	MAK 6M 453AK- 1470kW x 2	no ponton tween deck on board	
Bow truster:	300kW	vessel can carry 2-3 teu with own equipment	
Generators:	130kW x 2		
Shaft generator:	300kW		

speed abt 10 kn on abt 10 mts MGO LS.

Eco speed abt 6kn on 5 mts MGO LS (eco sped wog, using one M/E Port idle consumption 1 mts mgo. with one crane working 16 hours 1,5 mts mgo, 2 cranes working 16 hours 3 mts mgo vessel burns mgo whn manoeuvring/navigation in confined waters/rivers/estauries/canals and in/out of ports or when swell does not allow to use shaft gens

The aforementioned speed and consumption warranties are applicable only on "good weather days" of wind force not exceeding force 2 of Beaufort scale and sea state conditions not exceeding force 2 of Douglas scale free of adverse swell and adverse current. It is understood that the above speed / consumption warranties are not applicable during bad weather days

No extrapolation of performance calculations to be made for bad weather period


vessel have no container shoes in low hold, so any containers loaded under deck shall be secured as usual general cargo. Container lashing as on board for part of the container intake

container intake subject trim stability stackweight and always less than nominal intake

final bunker intake is upto master descretion but always upto max 90% of max intake

fuel supplied by the charterers shall comply with iso 8217 -2010 specs

all details about given in good faith but without guarantee

Ship Brokers Parimar Brokers 21 bis rue du Maréchal Gallieni 78 000 Versailles - France and Co-Shipping GmbH Ansorgestrasse 13 22 605 Hamburg - Germany		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) GENERAL TIME CHARTER PARTY CODE NAME: "GENTIME" PART I 	
2. Owners/Disponent Owners/Place of business(State full name, address, telex and fax.No.) PRIMETRANSPORT COMPANY OU HARJU MAAKOND, RAE VALD, PEETRI ALEVIK, HELGI TEE 2-204, 75312 ESTONIJA as disponent Owners Managers : PRIMETRANSPORT LTD DMITRY MASHKOVETS DIR:+380 48 7579164 MOB:+380 50 3998808 SKYPE: dmashkovets E-MAIL: operations@primetransportltd.com		1. Place and Date of Charter Versailles, 1st August 2019 3. Charterers/Place of business (State full name, address, telex and fax. No.) AVIRON MARINE LTD - DARTMOUTH - Nova Scotia - Canada	
4. Vessel's Name MV "OCEAN FORCE" (IMO: 731482)		5. Vessel's Description Flag: Belize Year Built: 1983 Class: Germanischer Lloyd M/tons Deadweight (Summer): 4374 tons GT/NT: 6705/2011 Grain/Bale Deck/Garage Capacity : about 300 LM or about 210 TEU Speed capability in knots (about): abt 10 Knots laden Consumption in m/tons at above speed (about): 9 MT IFO 30 at sea - Port idle consumption 1,3 mts mgo.with one crane working 16 hours 3 mts mgo, 2 cranes working 16 hours 5 mts mgo vessel burns mgo whn manoeuvring/navigation in confined waters/rivers/estauries/canals and in/out of ports or when swell does not allow to use shaft gens (Speed and Consumption on Summer dwt in good weather, max. windspeed 4 2 Bft) See also description in Clause 26. About means 5 %.	
6. Period of Charter (Cl.1(a)) 3 months Time Charter Period running as from delivery		7. Optional Period and Notice (Cl.1(a)) in direct continuation and in Charterers' option: 3 months + 6 months - Each option to be declared by the Charterers at least 15 days before the end of the preceding firm period	
6(a).Margin on Final Period (Cl.1(a)) N/A			
8. Delivery Port/Place or Range (Cl.1(b)) Arrival Pilot Station at Halifax			
9. Earliest Delivery Date/Time (Cl.1(c)) 8th August 2019 00h01 LT	10. Cancellation Date/Time (Cl.1(c) (d)) 9th August 2019 23h59 LT		
11. Notices of Delivery (Cl.1(e)) N/A	12. Intended First-Cargo- (Cl.1(f)) 53 feet containers/rolling stock/parcel feedering service.		
13. Trading Limits and Excluded Countries (Cl.2(a)) Always afloat, mostly ice free, always within IWL via good safe ports, safe berths except countries boycotted or under ban of the United Nations and/or the European Union always within Class and Flag certificates limits. Trading area : EC Canada including French overseas territories of St-Pierre-et-Miquelon. Intended trade and schedule : Vessel employment in charterers' liner service between Halifax and Saint-Pierre with intended frequency of 1 RV per week			

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(continued)

"GENTIME" General Time Charter Party

PART I

14. Excepted Countries (Cl. 2(b)) EC Canada including French overseas territories of St-Pierre-et-Miquelon provided ice free excluding st lawrence / great lakes			
15.Excluded Cargoes (Cl. 3(b)) Permissible cargoes to be always lawful and harmless to the vessel. Maximum permitted as per vessel's certificates of compliance for the carriage of dangerous goods and in accordance with IMO/IMDG code rules and local authorities and regulations and subject to Master's approval not to be unreasonably withheld Charterers will be allowed and free, without extra payment, to load on board the vessel IMO cargoes subject to Master's approval not to be unreasonably withheld and in accordance to IMO/IMDG code and local regulations.			
16. Hazardous Cargo Limit (Cl. 3(c)) see box 15 above	17. Redelivery Port/Place or Range (Cl. 4(a)) Dropping Outward Pilot one port East Coast Canada including Saint-Pierre-et-Miquelon Archipelago in Charterers' option ATDNSSHINC		18. Notices of Redelivery (Cl. 4(c)) 15/10/7/3/1 days
19. Fuel Quantity on Delivery (Cl. 6(a)) (see clause 27)	20. Fuel Quantity on Redelivery (Cl.6(a)) (see clause 27)	21. Fuel Price on Delivery (Cl. 6(c)) (see clause 27)	22. Fuel Price on Redelivery (Cl. 6(c)) (see clause 27)
23. Fuel Specifications (Cl. 6(d)) The Vessel and the Owners to comply with 0.1% ECA regulations at all times.			
24. Hire (Cl. 8(a)) USD 5400,- (Five thousand four hundred United States Dollars)	25. Owner's Bank Account (Cl. 8(b))		
26. Grace Period (Cl. 8(c)) 3 banking days	27. Max. Period for Requisition(Cl. 9(c)) 10 days	28. General Average Adjustment (Cl. 14(b)) London	
29. Supercargo (Cl.15(f)) N/A	30. Victualling (Cl. 15(g)) N/A	31. Representation (Cl. 15(h)) N/A	32. Hold Cleaning by Crew (Cl. 15(m)) USD 1.000,- (one thousand United States Dollars)
33. Lumpsum for Hold Garage Cleaning on Redelivery (Cl. 15(m)) Included in the hire		34. Vessel's Insured Value (Cl. 20(a)) USD 1 600 000,- (one million six hundred thousand United States Dollar)	
35. Law and Arbitration (state Cl. 22(a), 22(b) or 22(c) of Cl. 22 as agreed; if 22(c) agreed, place of arbitration <u>must</u> be stated (Cl. 22)) Clause 22 a		36. Commission and to whom payable (Cl. 23) 2.50 % (two and half percent) on hire and ballast bonus to Parimar Brokers and 2.50 % (two and half percent) on hire and ballast bonus to Co-Shipping Gmbh for division ie Total 5.00 % (five percent) on hire and ballast bonus.	
37. Additional Clauses Clauses 25 to 38 both inclusives			

It is agreed that this Contract shall be performed subject to the conditions contained in this Charter Party consisting of PART I including any additional clauses agreed and stated in [Box 37](#) and PART II as well as [Appendix A](#) attached thereto. In the event of any conflict of conditions, the provisions of PART I and [Appendix A](#) shall prevail over those of PART II to the extent of such conflict but no further.

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Signature (Owners)	Signature (Charterers)
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**“GENTIME” – General Time Charter Party
Index**

1. PERIOD AND DELIVERY

- (a) *Period*
- (b) *Delivery place*
- (c) *Delivery time*
- (d) *Cancellation*
- (e) *Notice(s)*
- (f) *Vessel's condition*
- (g) *Charterer's Acceptance*

2. TRADING AREAS

- (a) *Trading Limits*
- (b) *Excepted Countries*
- (c) *Ice*

3. CARGO- RESTRICTIONS AND EXCLUSIONS

- (a) *Lawful Cargoes*
- (b) *Excluded Cargoes*
- (c) *Hazardous Cargoes*
- (d) *Radioactive Cargoes*
- (e) *Containers*
- (f) *Deck Cargo*

4. REDELIVERY

- (a) *Redelivery place*
- (b) *Acceptance of Redelivery*
- (c) *Notice*
- (d) *Last Voyage*

5. ON/OFF-HIRE SURVEYS**6. BUNKERS**

- (a) *Quantity at Delivery/Redelivery*
- (b) *Bunkering prior to Delivery and Redelivery*
- (c) *Purchase Price*
- (d) *Bunkering*
- (e) *Liability*

7. VESSEL'S GEAR, CRANES, RAMPS, DOORS, AND EQUIPMENT

- (a) *Regulations*
- (b) *Breakdown of Vessel's Gear*
- (c) *Suez and Panama Canal*
- (d) *Lighting*

8. HIRE

- (a) *Rate*
- (b) *Payment*
- (c) *Default*
- (d) *Deductions*
- (e) *Redelivery Adjustment*

9. OFF-HIRE

- (a) *Inability to Perform Services*
- (b) *Deviation*
- (c) *Requisitions*
- (d) *Addition to Charter Period*

10. LOSS OF VESSEL**11. OWNERS' OBLIGATIONS**

- (a) *Wages*
- (b) *Stores*
- (c) *Insurance of the Vessel*
- (d) *Crew assistance*
- (e) *Documentation*
- (f) *Deratisation*
- (g) *Smuggling*

12. MASTER**13. CHARTERERS' OBLIGATIONS**

- (a) *Voyage Expenses*
- (b) *Bunker Fuel*
- (c) *Agency Costs*
- (d) *Stevedoring*
- (e) *Advances to Master*
- (f) *Contraband*

14. OWNERS' REQUIREMENTS

- (a) *Maintenance*
- (b) *General Average*
- (c) *Salvage*
- (d) *Lien*

15. CHARTERERS' REQUIREMENTS

- (a) *Plans*
- (b) *Flag and Funnel*
- (c) *Communications Facilities*
- (d) *Logs*
- (e) *Replacement of Master and Officers*
- (f) *Supercargo*
- (g) *Virtualising*
- (h) *Representation*
- (i) *Sub-Letting*
- (j) *Inspections*
- (k) *Weather Routeing*
- (l) *Laying up*
- (m) *Cleaning*

16. SUNDRY MATTERS

- (a) *Stowaways*
- (b) *Stevedore Damage*
- (c) *Fumigation*
- (d) *Anti-drug Clause*

17. BILLS OF LADING, WAYBILLS AND OTHER CONTRACTS OF CARRIAGE

- (a) *Signing Contracts of Carriage*
- (b) *Protective Clauses*
- (c) *Deck Cargo*
- (d) *Defence of Claims*
- (e) *Payment and Indemnity*

18. RESPONSIBILITIES

- (a) *Cargo Claims*
- (b) *Fines, etc.*
- (c) *Deck Cargo*
- (d) *Death or Personal Injury*
- (e) *Agency*
- (f) *Indemnity and Limitation*
- (g) *Time Bar*

19. EXCEPTIONS**20. INSURANCES**

- (a) *Hull and Machinery*
- (b) *Protection and Indemnity (P & I)*

21. WAR RISKS**22. LAW AND ARBITRATION**

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23. COMMISSION

24. NOTICES

25. RELEASE OF CHARTER PARTY DETAILS TO THIRD PARTY

26. DESCRIPTION

27. BUNKERS ON DELIVERY AND ON REDELIVERY

28. FUEL IN TANKS

29. CARGO IMPORT-EXPORT PERMITS/TAXES AND/OR DUES

30. LASHING EQUIPMENT

31. CARGO INSIDE VEHICLES AND/OR CONTAINERS

32. FLAG

33. CERTIFICATES

34. BUNKER FUEL SULPHUR CONTENT CLAUSE

35. BUNKER QUALITY CONTROL CLAUSE

36. LIEN CLAUSE

37. CONFIRMATION OF PAYMENT D/A, BUNKER SUPPLY

38. CARGO ON BOARD AT TIME OF DELIVERY

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PART II

“GENTIME” General Time Charter Party

It is agreed on the date shown in Box 1 between the party named in Box 2 as Owners/ Disponent Owners (hereinafter called “the Owners”) of the Vessel named in Box 4, of the description stated in Box 5 and the party named in Box 3 as Charterers as follows:

1. Period and Delivery

- (a) Period - In consideration of the hire stated in Box 24 the Owners let and the Charterers hire the Vessel for the period/trip(s) stated in Box 6. The Charterers shall have the option to extend the Charter Party by the period(s)/ trip(s) stated in Box 7 which option shall be exercised by giving written notice to the Owners on or before the date(s) stated in Box 7. Unless otherwise agreed, the Charterers shall have the option to increase or to reduce the final period of the Charter Party by up to the number of days stated in Box 6(a), which shall be applied only to the period finally declared.
- (b) Delivery Place - The Owners shall deliver the Vessel to the Charterers at the port or place stated in Box 8 or a port or place within the range stated in Box 8.
- (c) Delivery Time - Delivery shall take place no earlier than the date/time stated in Box 9 and no later than the date/time stated in Box 10. Delivery shall be effected at any time day or night, Saturdays, Sundays and holidays included.
- (d) Cancellation - Should the Vessel not be delivered by the date/time stated in Box 10 the Charterers shall have the option to cancel the Charter Party without prejudice. To any claims the Charterers may otherwise have on the Owners under the Charter Party. If the Owners anticipate that, despite their exercise of due diligence, the Vessel will not be ready for delivery by the date/time stated in Box 10, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery, proposing a new cancelling date/time and requiring the Charterers to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two (2) working days (as applying at the Charterers' place of business) of receipt of such notification, then unless otherwise agreed, the proposed new cancelling date/time will replace the date/time stated in Box 10. This provision shall operate only once and should the Vessel not be ready for delivery at the new cancelling date/time the Charterers shall have the option of cancelling this Charter Party.
- (e) Notice(s) - The Owners shall give the Charterers not less than the number of days notice stated in Box 11 of the date/time on which the Vessel is expected to be delivered and shall keep the Charterers closely advised of possible changes in the Vessel's expected date/time of delivery. The Owners shall give the Charterers and/or their local agents notice of delivery when the Vessel is in a position to come on hire.
- (f) Vessel's Condition - On arrival at the first port or place of loading - Upon delivery, the Vessel's holds/~~weatherdeck~~ shall be clean, tidy, odourless-and in all respects ready to receive the intended cargo identified in Box 12, failing which the Vessel shall be off-hire from the time of rejection until she is deemed ready.
- (g) Charterers' Acceptance - Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party.

2. Trading Areas

- (a) Trading Limits - The Vessel shall be employed in lawful trades within Institute Warranty Limits (IWL) and within the trading limits as stated in Box 13 between safe ports, safe berths, safe anchorages or safe places where she can safely enter, lie always afloat, and depart.
- (b) Excepted Countries - The Owners warrant that at the time of delivery the Vessel will not have traded to any of the countries listed in Box 14.
- (c) Ice - The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain in the port or area or to depart after completion of loading or discharging. The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval, may follow ice-breakers when reasonably required, with due regard to her size, construction and class. If, on account of ice, the Master considers it dangerous to remain at the port or place of loading or discharging for fear of the Vessel being frozen in and/or damaged he shall be at liberty to sail to any convenient place and there await the Charterers' new instructions.

3. Cargo - Restrictions and Exclusions

- (a) Lawful Cargoes - The Vessel shall be employed in carrying lawful cargo. Cargo of A hazardous, injurious, or noxious nature or IMO-classified cargo shall not be carried without the Owners' prior consent in which case it shall be carried only in accordance with the provisions of sub-clause (c) of this Clause.
- (b) Excluded Cargoes - Without prejudice to the generality of the foregoing, the following Cargoes shall be excluded: livestock, arms, ammunition, explosives, nuclear and radioactive material other than radio-isotopes as described in sub-clause (d) of this clause-and any other cargoes enumerated in Box 15.
- (c) Hazardous Cargoes - If the Owners agree that the Charterers may carry hazardous, Injurious, noxious or IMO-classified cargo, the amount of such cargo shall be limited To the quantity indicated in Box 16 and the Charterers shall provide the Master with evidence that the cargo has been packed, labelled and documented and shall be loaded and stowed in accordance with IMO regulations, any mandatory local requirements and regulations and/or recommendations of the competent authorities of the country of the Vessel's registry. Failure to observe the foregoing shall entitle the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers' time and at their risk and expense.

- (d) Radio-active Cargoes - Radio-isotopes, used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, may be carried subject to prior consent by the Owners and the Master, provided that they are not of such a category as to invalidate the Vessel's P & I cover.
- (e) Containers - If cargo is carried in ISO-containers such containers shall comply with the International Convention for Safe Containers.
- (f) Deck Cargo - Subject to the Master's prior approval, which shall not be unreasonably withheld, cargo may be carried on deck in accordance with the provisions of Clauses 17(c) and 18.

4. Redelivery

- (a) Redelivery Place - The Charterers shall redeliver the Vessel to the Owners at the port or place stated in Box 17 or a port or place within the range stated in Box 17, in the same order and condition as when the Vessel was delivered, fair wear and tear excepted.
- (b) Acceptance of Redelivery - Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the Charterers under this Charter Party.
- (c) Notice - The Charterers shall give the Owners not less than the number of days notice stated in Box 18 indicating the port or place of redelivery and the expected date on which the Vessel is to be ready for redelivery.
- (d) Last Voyage - The Charterers warrant that they will not order the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the period agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the Owners shall have the option: (i) to refuse the order and require a substitute order allowing timely redelivery; or (ii) to perform the order without prejudice to their rights to claim damages for breach of charter in case of late redelivery. In any event, for the number of days by which the period agreed and declared as per Clause 1(a) is exceeded, the Charterers shall pay the market rate if this is higher than the rate stated in Box 24.

5. On/Off-hire Surveys

- Joint on-hire and off-hire surveys shall be conducted by mutually acceptable surveyors at ports or places to be agreed. The on-hire survey shall be conducted without loss of time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers' time. Survey fees and expenses shall be shared equally between the Owners and the Charterers.
- Both surveys shall cover the condition of the Vessel and her equipment as well as quantities of fuels remaining on board. The Owners shall instruct the Master to co-operate with the surveyors in conducting such surveys.

6. Bunkers see clause 27

- (a) Quantity at Delivery/Redelivery - The Vessel shall be delivered with about the quantity of fuels stated in Box 19 and, unless indicated to the contrary in Box 20, the Vessel shall be redelivered with about the same quantity, provided that the quantity of Fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.
- (b) Bunkering prior to Delivery and Redelivery - Provided that it can be accomplished at scheduled ports, without hindrance to the operation of the Vessel, and by prior arrangement between the parties, the Owners shall allow the Charterers to bunker for the account of the Charterers prior to delivery and the Charterers shall allow the Owners to bunker for the account of the Owners prior to redelivery.
- (c) Purchase Price - The Charterers shall purchase the fuels on board at delivery at the price stated in Box 21 and the Owners shall purchase the fuels on board at redelivery at the price stated in Box 22. The value of the fuel on delivery shall be paid together with the first instalment of hire.
- (d) Bunkering - The Charterers shall supply fuel of the specifications and grades stated in Box 23. The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217: 1996 or any subsequent amendments thereof as well as with the relevant provisions of Marpol. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, readings or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples shall be retained by the suppliers and one each by the Vessel and the Charterers. If any claim should arise in respect of the quality or specification or grades of the Fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by a qualified and independent laboratory.
- (e) Liability - The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 23 and the Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker Consumption nor for any time lost and any other consequences arising as a result of such supply.

7. Vessel's Gear, cranes, ramps, doors, hatchcovers and Equipment

- (a) Regulations - The Vessel's cargo gear, if any, and any other related equipment shall comply with the law and national regulations of the countries to which the Vessel may be employed and the Owners shall ensure that the Vessel is at all times

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In possession of valid certificates to establish compliance with such regulations. If stevedores are not permitted to work due to failure of the Master and/or the Owners To comply with the aforementioned regulations or because the Vessel is not in possession of such valid certificates, then the Charterers may suspend hire for the time lost thereby and the Owners shall pay all expenses incurred incidental to and resulting from such failure (see Clause 11(d)).	156 157 158 159 160 161	(i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment, cranes, ramps, doors, hatchcovers -or repairs or maintenance thereto, including drydocking, excepting those occasions where Clause 7(b) and 16(b) apply;	224 225 226
(b) Breakdown of Vessel's Gear: cranes, ramps, doors, hatchcovers - All cargo handling gear/ ramps ; including but not limited to derricks/cranes/Winches/ ramps/doors/hatchcovers if any, shall be kept in good working order and the Owners shall exercise due diligence in maintaining such gear. In the event of loss of time due to a breakdown/ slow down/stoppage of derrick(s), crane(s) or winch(es), ramps, doors, hatchcovers for any period by reason of disablement or insufficient power or hydraulic failure , the hire shall be reduced for the actual time lost thereby during loading/discharging unless the lost time is caused by negligence of the Charterers or their servants. If the Charterers continue working by using shore-crane(s) the Owners shall pay the cost of shore craneage, to an amount not exceeding the amount of hire payable to the Owners for such period. Owners to confirm that the cranes are now under repairs/overhauling and that at time of delivery, the cranes will be in full and complete working condition for the lifting of containers at max load 30 MT without any stoppage for cooling between cycles.	162 163 164 165 166 167 168 169 170	(ii) any deficiency of the Master, Officers and/or Crew, including the failure or refusal or inability of the Master, Officers and/or Crew to perform services when required;	227 228
(c) Suez and Panama Canal - During the currency of this Charter Party the Vessel shall be equipped with all necessary fittings in good working order for Suez and Panama Canal transit.	171 172 173	(iii) Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors;	229 230 231
(d) Lighting - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on all the decks -and-in holds- to permit 24 hours/ 7 days working.	174 175	(iv) the terms of employment of the Master, Officers and/or Crew;	232
8. Hire	176	(v) Certificates : See clause 33	
(a) Rate - The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 24 . In the event that additional hire is Payable in accordance with Clause 9(d) such hire shall be based on the rate applicable at the time of redelivery. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated).	177 178 179 180 181	(vi) any reduction in vessel's speed as mentioned in Box 5.	
(b) Payment - Subject to sub-clause (d) payment of hire shall be made in advance in full, without discount less commission due to the brokers every 45 30 days to the Owners' bank account designated in Box 25 or to such other account as the Owners may from time to time designate in Writing, in funds available to the Owners on the due date.	182 183 184	(vii) any crane slowdown/stoppage due to overheating	
(c) Default - In default of punctual and regular payment of hire the Owners shall have the right to withdraw the Vessel, to retain any hire already paid, to claim for payment of any outstanding hire and to claim for payment of the balance of hire not paid yet for the entire remaining period of charter under Box 6 without prejudice to any other claim the Owners may have against the Charterers under this Charter Party.	185 186 187 188	then the Vessel will be off-hire for the time thereby lost and the extra bunkers consumed during any offhire period shall be for the Owners' account.	233
Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their Bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed place of payment and at the Place of Business of the Charterers) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers.	189 190 191 192 193	(b) Deviation - In the event of the Vessel deviating (which expression includes putting Back, or putting into any port or place other than that to which she is bound under the Instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off-hire from the commencement of such deviation until the time when The Vessel is again ready to resume her service from a position not less favourable to The Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.	234 235 236 237 238 239 240 241 242
Further, at any time after the period stated in Box 26 , as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii) , hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	194 195 196 197 198 199	(c) Requisitions - Should the Vessel be requisitioned by any government or governmental Authority during the period of this Charter Party, the Owners shall immediately notify The Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition Exceeds the number of days stated in Box 27 , either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of Cancellation to the other.	243 244 245 246 247 248 249 250 251
(d) Deductions - On production of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is Incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred.	200 201 202 203 204 205 206	(d) Addition to Charter Period - Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as Determined in accordance with Clause 1(a) . Such option shall be declared in writing not less than one month before the expected date of redelivery; within maximum one month after the event occurs or latest one week	252 253 254 255
(e) Redelivery Adjustment - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel.	207 208 209 210 211 212 213 214 215 216 217 218	After the event if such event occurs less than one month before the expected date of redelivery.	256 257
(f) Ballast Bonus : N/A	219	(e) Early Termination of the Charter Period – The Charterers have the right to terminate at any time the Charter Party if the accrued offhire period for inability to perform Services (see para a hereabove) equals or exceeds 720 hours since the delivery without prejudice to any other claim the Charterers may have against the Owners under this Charter Party.	
9. Off-hire	219	10. Loss of Vessel	258
After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivered in accordance with Clause 4 , except for the following periods:	220 221	This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or becomes a constructive total loss and if missing, at noon on the date when last Heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe.	259 260 261 262
(a) Inability to Perform Services	222	11. Owners' Obligations	263
If the Vessel is unable to comply with the instructions of the Charterers on account of:	223	Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the Class indicated in Box 5 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service throughout the period of the Charter Party.	264 265 266 267
		Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services and all other matters , including but not limited to pilotage and towage	268 269 270
		even if paid for by the Charterers.	271
		Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:-	272
		(a) Wages - Master's, Officers' and Crew's wages. including overtime	273
		(b) Stores - All provisions, deck and engine-room stores, including lubricants/ fresh water .	274
		(c) Insurance of the Vessel: (See Clause 20).	275
		(d) Crew's assistance in:-	276
		(i) preparing the Vessel's cranes, derricks, winches and/or cargo handling gear For use,	277 278
		(ii) opening and closing any hatches (other than pontoon type hatches), ramps And other means of access to cargo,	279 280
		(iii) docking, undocking and shifting operations in port,	281
		(iv) bunkering,	282
		(v) maintaining power during loading and discharging operations,	283
		(vi) instructing crane drivers and winchmen in the use of the Vessel's gear,	284
		(vii) lashing and/or unlashng the vehicles/containers/maffs	
		(viii) cleaning and ventilating the hold as necessary	
		(viii) plugging/unplugging/monitoring/recordng the performance of reefer integrated containers/vehicles.	
		The above services will be rendered by the crew if required, provided port and local Regulations permit; otherwise charges for such services shall be for the Charterers' account.	285 286 287
		(e) Documentation - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits provided in Box 13 , including but not limited to ISPS certificates, ISM certificates,	288 289 290

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international tonnage certificate, Suez		The Charterers agree to co-operate with the Owners and their appointed adjuster by supplying manifest and other information and, where required, to endeavour to secure the assistance of the Charterers' local agents in the collection of security, at the Owners' expense.	357 358 359 360
and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and/or serviceability of the Vessel's gear and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on ordinary commercial terms.	291 292 293 294	(c) <u>Salvage</u> - All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.	361 362 363 364 365 366
Such documentation shall be maintained during the currency of the Charter Party as Necessary.	295 296	(d) <u>Lien</u> - The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an Authorised <u>authorized</u> representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.	367 368 369 370 371 372 373 374 375
(f) <u>Deratisation</u> - A deratisation certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.	297 298 299 300	The Owners shall have a lien on all shipped cargo before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited to unpaid charter Hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.	376 377 378 379 380
(g) <u>Smuggling</u> - Any fines, taxes or imposts levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also <u>Clause 13(f)</u> .	301 302 303	The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.	381 382
(h) Removal/disposal of sludge/oily waters/garbage shall be paid and arranged by the Owners' account and under the Master/Owners responsibility			
12. Master	304	15. Charterers' Requirements	383
The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards commercial employment, agency or other <u>arrangements</u> . The Master shall prosecute all voyages with due dispatch and supervise Loading and discharging operations to ensure that the seaworthiness of the Vessel is Not affected.	305 306 307 308 309 310	(a) <u>Flags</u> - On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.	384 385 386 387 388
The Charterers recognise the principles stated in IMO Resolution A.443 (XI) as regards Maritime safety and protection of the marine environment and shall not prevent the Master from taking any decision in this respect which in his professional judgement is necessary.	311 312 313 314	(b) <u>Flag and Funnel</u> - If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including re-statement shall be effected in the Charterers' time and at their expense.	389 390 391 392
The Master shall be skilled in frequent berthing and unberthing without the assistance of tugs where/when permitted by local authorities.		(c) <u>Communications Facilities</u> - The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.	393 394
Where pilotage/towage are not compulsory, the use of pilots/tugs shall be limited to the minimum but always according to the Master sole decision who remains responsible for navigation.		(d) <u>Logs</u> - The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers And to allow them to make copies of relevant entries.	395 396 397 398 399
13. Charterers' Obligations	315	(e) <u>Replacement of Master and Officers</u> - If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint in writing, investigate same and, if necessary, replace the offending party or parties at their expense.	400 401 402 403
The Charterers shall keep and care for the cargo at loading and discharging at ports of call , be responsible for the stevedoring operations enumerated under sub-clause <u>13(d)</u> , arrange any transhipment and properly deliver the cargo at destination.	316 317 318	(f) <u>Supercargo</u> - The Owners shall provide and maintain a clean and adequate room for the Charterers' Supercargo if any, furnished to the same standard as officers' Accommodation. The Supercargo shall be victualled with the Vessel's officers. The Charterers shall pay at the daily rate shown in Box 29 for his accommodation and victualling. The Supercargo shall be on board at the risk and expense of the Charterers and both Charterers and Supercargo shall sign the customary indemnity Form.	404 405 406 407 408 409 410
The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:	319 320 321	(g) <u>Victualling</u> - The Owners shall, when requested and authorised in writing by the Charterers or their agents, victual other officials and servants of the Charterers at the rate per person per meal shown in Box 30.	411 412 413
(a) <u>Voyage Expenses</u> - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses provided for in <u>Clause 11</u> .	322 323 324 325 326	(h) <u>Representation</u> - Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which May result from such representation.	414 415 416 417 418
(b) <u>Bunker Fuel</u> (See <u>Clause 6</u>) - All fuels except for quantities consumed while the Vessel is off-hire .	327 328	(i) <u>Sub-Letting</u> - The Charterers shall have the right to sub-let all or part of the Vessel Whilst remaining responsible to the Owners for the performance of this Charter Party.	419 420 421
(c) <u>Agency Costs</u> - All agency fees for normal ship's husbandry at all ports or places of call. In the event of any specific or unusual agency matters included but not limited to extensive repairs, drydocking, crew change, the Owners will either appoint their own agent or will enter into a separate direct agreement with the agent appointed by the Charterers or with the Charterers' local office.	329 330	(j) <u>Inspections</u> - The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.	422 423 424 425 426
(d) <u>Stevedoring</u> - All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, lashing, securing, unsecuring, unlash, discharging, stripping containers, tallying and delivering of all cargo vehicles .	331 332 333 334	(k) <u>Weather Routing</u> - The Charterers may supply the Master with weather routing information during the currency of this Charter Party. In this event the Master, though not obliged to follow routing information, shall comply with the reporting procedure of the Charterers' weather routing service.	427 428 429 430
(e) <u>Advances to Master</u> - Reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements. The Charterers may deduct such advance funds from hire payments plus a 5% fee. The Charterers shall be in no way responsible for the application of such advance.	335 336 337	(l) <u>Laying up</u> - At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their Option, and in the event of such laying-up the Owners shall promptly take reasonable Steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers. Laying-	431 432 433 434 435 436 437
(f) <u>Contraband</u> - Any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any security required shall be provided by the Owners. See also <u>Clause 11(g)</u> .	338 339 340 341 342 343		
14. Owners' Requirements	344		
(a) <u>Maintenance</u> - Without prejudice to the provisions of <u>Clause 9(a)(i)</u> , the Owners shall have the right to take the Vessel out of service at any time for emergency Repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking. The vessel is not scheduled for drydock or not scheduled for yards maintenance during the currency of charter including optional periods before 27th April 2021.	345 346 347 348		
(b) <u>General Average</u> - General Average shall be adjusted, stated and settled at the place shown in <u>Box 28</u> according to the York-Antwerp Rules 1994 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall not contribute to General Average. General Average shall be adjusted in any currency at the sole option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values etc.	349 350 351 352 353 354 355 356		

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up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved.	438 439 440 441 442	expense post bail to secure release of the Vessel. The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and other illegal substances are found in the possession or effects of the Vessel's personnel.	516 517 518 519
(m) <u>Cleaning</u> - The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds <u>/weather decks/ramp</u> between voyages and/or against payment at the rate per hold stated in <u>Box 32</u> , provided the crew is able to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds <u>/weather decks/ramp</u> are not accepted or passed. <u>The rate as stated in Box 32 is only to apply if/when a full cleaning of full vessel's commercial areas holds/decks/ramps is requested by the Charterers.</u>	443 444 445 446 447 448	17. Bills of Lading, Waybills and Other Contracts of Carriage (a) <u>Signing Contracts of Carriage</u> (i) The Master shall sign bills of lading or waybills as presented in conformity with mate's receipts. If requested, the Owners may authorise the Charterers and/or their agents in writing to sign bills of lading, waybills, through bills of lading, or Multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) on the Owners' and/or Master's behalf in conformity with mate's receipts without prejudice to the terms and conditions of the Charter Party. (ii) In the event the Charterers and/or their agents, pursuant to the provisions of sub-clause 17(a)(i) above, sign Contracts of Carriage which extend the Owners' responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom. (iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules. (b) <u>Protective Clauses</u> - The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A. (c) <u>Deck Cargo</u> - Unless the cargo is stowed in fully closed containers/ <u>vehicles</u> , placed on board the Vessel in areas designed for the carriage of containers/ <u>vehicles</u> with class-approved container fittings, and secured to the Vessel by means of class-approved Vessel's lashing gear or material, Contracts of Carriage covering cargo carried on deck shall be clause: "Agreed to be shipped on deck at Charterers', Shippers' and Receivers' risk, and responsibility for loss, damage or expense howsoever caused". (d) <u>Defence of Claims</u> - Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this <u>Clause 17</u> , they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such default. (e) <u>Payment and Indemnity</u> - The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this <u>Clause 17</u> .	520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555
16. Sundry Matters (a) <u>Stowaways</u> (i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of secreting away in cargo or containers shipped by the Charterers. (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the cargo and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire. (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (ii) above, the Charterers shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel. (iv) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account. (v) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel. (b) <u>Stevedore Damage</u> - Notwithstanding anything contained herein to the contrary, the Charterers shall be liable for any and all damage to the Vessel caused by stevedores, provided the Master has notified the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the damage could have been discovered by the exercise of due diligence. The Master shall use his best efforts to obtain written acknowledgment by the party or parties causing damage unless the damage has been made good in the meantime. (i) Stevedore damage affecting the Vessel's seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel's classification society. (ii) Stevedore damage not affecting the Vessel's seaworthiness and/or the safety of the crew shall be repaired, at the Charterers' option, before or after redelivery concurrently with Owners' work. In the latter case no hire will be paid to the Owners except in so far as the time required for the repairs for which the Charterers are liable exceeds the time necessary to carry out the Owners' work. (iii) The Owners shall have the option of requiring that stevedore damage affecting the trading capabilities of the Vessel is repaired before redelivery. (c) <u>Fumigation</u> - Expenses in connection with fumigations and/or quarantine ordered because of cargo carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine shall be for the Owners' account. (d) <u>Anti-drug Clause</u> - The Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and/or any other illegal substances being loaded or concealed on board the Vessel. Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire. Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their	452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515	18. Responsibilities (a) <u>Cargo Claims</u> (i) <u>Definition</u> - For the purpose of this <u>Clause 18(a)</u> , Cargo Claim means a claim for loss, damage, shortage, (including slackage, ullage or pilferage), overcarriage of or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes: (1) any legal costs or interest claimed by the original claimant making such a claim; (2) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party. (ii) <u>Claim Settlement</u> - It is a condition precedent to the right of recovery by either party under this <u>Clause 18(a)</u> that the party seeking indemnity shall have first properly settled or compromised and paid the claim. (iii) <u>Owners' Liability</u> - The Owners shall be liable for any Cargo Claim arising or resulting from: (1) failure of the Owners or their servants to exercise due diligence before or at the beginning of each voyage to make the Vessel seaworthy; (2) failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board; (3) unreasonable deviation from the voyage described in the Contract of Carriage unless such deviation is ordered or approved by the Charterers; (4) errors in navigation or the management of the Vessel solely where the Contract of Carriage is subject to mandatory application of legislation giving effect to the Hamburg Rules. (5) failure to provide electrical power to integral refrigerated containers or any other container with any machinery for temperature/atmosphere control containing goods or failure to monitor and record the performance of all such units minimum once daily. (iv) <u>Charterers' Liability</u> - The Charterers shall be liable for any Cargo Claim arising or resulting from: (1) the stevedoring operations enumerated under <u>Clause 13(d)</u> unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable; (2) any transhipment in connection with through-transport or multimodal transport, save where the Charterers can prove that the circumstances giving rise to the Cargo Claim occurred after commencement of the loading of the cargo onto the Vessel and prior to its discharge; (3) the carriage of cargo on deck unless such cargo is stowed in fully closed	556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591

PART II

“GENTIME” General Time Charter Party

carriage	Containers/ Vehicles , placed on board the Vessel in areas designed for the	592	Managers or other operators who are charged with the management of the	667
	of containers/ Vehicles with class-approved container fittings and secured to the	593	Vessel, and the Master; and	668
	Vessel by means of class-approved Vessel's lashing gear or material.		(ii) "War Risks" shall include any war (whether actual or threatened), act of war,	669
(v) Shared Liability - All Cargo Claims arising from other causes than those	594		civil war, hostilities, revolution, rebellion, civil commotion, warlike operations,	670
enumerated under sub-clauses (iii) and (iv), shall be shared equally between	595		the laying of mines (whether actual or reported), acts of piracy, acts of terrorists,	671
the Owners and the Charterers unless there is clear and irrefutable evidence	596		acts of hostility or malicious damage, blockades (whether imposed against all	672
that the claim arose out of pilferage or the act or neglect of one or the other	597		vessels or imposed selectively against vessels of certain flags or ownership, or	673
party or their servants or sub-contractors, in which case that party shall bear	598		against certain cargoes or crews or otherwise howsoever), by any person,	674
the full claim.	599		body, terrorist or political group, or the Government of any state whatsoever,	675
(vi) Charterers' Own Cargo - If the cargo is the property of the Charterers, the	600		which, in the reasonable judgement of the Master and/or the Owners, may be	676
Owners shall have the same responsibilities and benefits as they would have	601		dangerous or are likely to be or to become dangerous to the Vessel, her cargo,	677
had under this Clause had the cargo been the property of a third party and	602		crew or other persons on board the Vessel.	678
carried under a Bill of Lading incorporating the Hague-Visby Rules.	603		(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be	679
(b) Fines, etc. - The Charterers shall also be liable to the Owners for any losses,	604		ordered to or required to continue to or through, any port, place, area or zone	680
damages, expenses, fines, penalties, or claims which the Owners may incur or	605		(whether of land or sea), or any waterway or canal, where it appears that the Vessel,	681
suffer by reason of the cargo or the documentation relating thereto failing to comply	606		her cargo, crew or other persons on board the Vessel, in the reasonable judgement	682
with any relevant laws, regulations, directions or notices of port authorities or other	607		of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks.	683
authorities, or by reason of any infestation, contamination or condemnation of the	608		Should the Vessel be within any such place as aforesaid, which only becomes	684
cargo or of infestation, damage or contamination of the Vessel by the cargo.	609		dangerous, or is likely to be or to become dangerous, after her entry into it, she	685
(c) Deck cargo - The Charterers shall be liable to the Owners for any loss, damage,	610		shall be at liberty to leave it.	686
expense or delay to the Vessel howsoever caused and resulting from the carriage	611		(c) The Vessel shall not be required to load contraband cargo, or to pass through any	687
of cargo on deck save where the Charterers can prove that such loss, damage,	612		blockade, whether such blockade be imposed on all vessels, or is imposed selectively	688
expense or delay was the result of negligence on the part of the Owners and/or	613		in any way whatsoever against vessels of certain flags or ownership, or against	689
their servants, or save the deck cargo is stowed in fully closed containers/vehicles	614		certain cargoes or crews or otherwise howsoever, or to proceed to an area where	690
placed on board the Vessel in areas designated for the carriage of containers/vehicles			she shall be subject, or is likely to be subject to a belligerent's right of search and/	691
with class approved container fittings and secured to the Vessel by means of Class			or confiscation.	692
approved Vessel's lashing gear or material.			(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery	693
(d) Death or Personal Injury - Claims for death or personal injury having a direct	615		of the Vessel and their other interests (including, but not limited to, loss of	694
connection with the operation of the Vessel shall be borne by the Owners unless	616		earnings and detention, the crew and their Protection and Indemnity Risks),	695
such claims are caused by defect of the cargo or by the act, neglect or default of the	617		and the premiums and/or calls therefor shall be for their account.	696
Charterers, their servants, agents or sub-contractors.	618		(ii) If the Underwriters of such insurance should require payment of premiums	697
(e) Agency - The Owners authorise and empower the Charterers to act as the Owners'	619		and/or calls because, pursuant to the Charterers' orders, the Vessel is within,	698
Agents solely to ensure that, as against third parties, the Owners will have the	620		or is due to enter and remain within, any area or areas which are specified by	699
benefit of any immunities, exemptions or liberties regarding the cargo or its carriage.	621		such Underwriters as being subject to additional premiums because of War	700
Subject to the provisions of Clause 17 the Charterers shall have no authority to	622		Risks, then such premiums and/or calls shall be reimbursed by the Charterers	701
make any contracts imposing any obligations whatsoever upon the Owners in respect	623		to the Owners at the same time as the next payment of hire is due.	702
of the cargo or its carriage.	624		(e) If the Owners become liable under the terms of employment to pay to the crew any	703
(f) Indemnity and Limitation - The Owners and the Charterers hereby agree to indemnify	625		bonus or additional wages in respect of sailing into an area which is dangerous in	704
each other against all loss, damage or expenses arising or resulting from any	626		the manner defined by the said terms, then such bonus or additional wages shall	705
obligation to pay claims, fines or penalties for which the other party is liable in	627		be reimbursed to the Owners by the Charterers at the same time as the next	706
accordance with this Charter Party. Both the Owners and the Charterers shall retain	628		payment of hire is due.	707
their right to limit their liability against the other party in respect of any claim brought	629		(f) The Vessel shall have liberty:-	708
by way of indemnity, notwithstanding that the other party has been denied the right	630		(i) to comply with all orders, directions, recommendations or advice as to	709
to limit against any third party or has failed in whatever manner to exercise its rights	631		departure, arrival, routes, sailing in convoy, ports of call, stoppages,	710
of limitation.	632		destinations, discharge of cargo, delivery, or in any other way whatsoever,	711
(g) Time Bar - In respect of any Cargo Claims as between the Owners and the	633		which are given by the Government of the Nation under whose flag the	712
Charterers, brought under sub-clause 18(a) , unless extensions of time have been	634		Vessel sails, or other Government to whose laws the Owners are subject,	713
sought or obtained from one party by the other or notice of arbitration has been	635		or any other Government, or any other body or group whatsoever acting	714
given by either party, such claim(s) shall be deemed to be waived and absolutely	636		with the power to compel compliance with their orders or directions;	715
time barred upon the expiry of two years reckoned from the date when the cargo	637		(ii) to comply with the order, directions or recommendations of any war risks	716
was or should have been delivered. When the Hamburg Rules apply compulsorily	638		underwriters who have the authority to give the same under the terms of	717
the above time bar shall be extended to three years.	639		the war risks insurance;	718
			(iii) to comply with the terms of any resolution of the Security Council of the	719
19. Exceptions	640		United Nations, any directives of the European Community, the effective	720
As between the Charterers and the Owners, responsibility for any loss, damage, delay	641		orders of any other Supranational body which has the right to issue and	721
or failure of performance under this Charter Party not dealt with in Clause 18(a) , shall	642		give the same, and with national laws aimed at enforcing the same to	722
be subject to the following mutual exceptions:	643		which the Owners are subject, and to obey the orders and directions of	723
Act of God, act of war, civil commotions, strikes, lockouts, restraint of princes and rulers,	644		those who are charged with their enforcement;	724
and quarantine restrictions.	645		(iv) to divert and discharge at any other port any cargo or part thereof which	725
In addition, any responsibility of the Owners not dealt with in Clause 18(a) shall be	646		may render the Vessel liable to confiscation as a contraband carrier;	726
subject to the following exceptions:	647		(v) to divert and call at any other port to change the crew or any part thereof or	727
Any act, neglect or default by the Master, pilots or other servants of the Owners in the	648		other persons on board the Vessel when there is reason to believe that	728
Navigation or management of the Vessel, fire or explosion not due to the personal fault	649		they may be subject to internment, imprisonment or other sanctions.	729
of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or	650		(g) If in accordance with their rights under the foregoing provisions of this Clause,	730
any latent defect in the Vessel's hull, equipment or machinery.	651		the Owners refuse to proceed to the loading or discharging ports, or any one or	731
The above provisions shall in no way affect the provisions as to off-hire in this Charter	652		more of them, they shall immediately inform the Charterers. No cargo shall be	732
Party.	653		discharged at any alternative port without first giving the Charterers notice of	733
			the Owners' intention to do so and requesting them to nominate a safe port for	734
20. Insurances	654		such discharge. Failing such nomination by the Charterers within 48 hours of	735
(a) Hull and Machinery - The Owners warrant that the Vessel is insured for Hull,	655		the receipt of such notice and request, the Owners may discharge the cargo at	736
Machinery and basic War Risks purposes at the value stated in Box 34 .	656		any safe port of their own choice.	737
(b) Protection and Indemnity (P & I) - The Owners warrant that throughout the period	657		(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this	738
of the Charter Party the Vessel will be fully covered for P&I risks, including through	658		Clause anything is done or not done, such shall not be deemed a deviation,	739
transport cover, with underwriters approved by the Charterers which approval shall	659		but shall be considered as due fulfilment of this Charter Party.	740
not be unreasonably withheld. P+I name - SHIPOWNERS (IG GROUP MEMBER)	660			
The Charterers warrant that throughout the period of the Charter Party they will	661		22. Law and Arbitration	741
be covered for Charterers' liability risk by underwriters approved by the Owners which	662		*) (a) This Charter Party shall be governed by and construed in accordance with	742
approval will not be unreasonably withheld.	663		English law and any dispute arising out of or in connection with this Charter	743
			Party shall be referred to arbitration in London in accordance with the Arbitration	744
21. War Risks ("Conwartime 1993")	664		Act 1996 or any statutory modification or re-enactment thereof save to the	745
(a) For the purpose of this Clause, the words:	665		extent necessary to give effect to the provisions of this Clause.	746
(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners,	666		The arbitration shall be conducted in accordance with the London Maritime	747

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PART II

“GENTIME” General Time Charter Party

Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	748
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	749
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	750
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	751
*) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	752
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	753
*) (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and stated in Box 35 and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at the place stated in Box 35, subject to the procedures applicable there.	754
(d) If Box 35 in Part I is not appropriately filled in, sub-clause (a) of this Clause shall apply.	755
(a), (b) and (c) are alternatives; indicate alternative agreed in Box 35	756
23. Commission	757
The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) stated in Box 36 on any hire paid under this Charter Party or any continuation or Extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.	758
Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.	759
In signing this Charter Party the Owners acknowledge their agreement with the brokers to pay the commissions described in this Clause. The Brokers have the right to ask the Charterers to deduct the commission from the hire or any monies due by the Charterers to Owners in such case the Charterers are responsible for the payment of the commission.	760
24. Notices	761
Any notices as between the Owners and the Charterers shall be in writing and sent to the addresses stated in Boxes 2 and 3 as the case may be or to such other addresses as either party may designate to the other in writing.	762

**“GENTIME” General Time Charter Party
Appendix A – Protective Clauses**

A. WAR RISKS (“Voywar 1993”)

- (1) For the purpose of this Clause, the words:
- (a) “Owners” shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (b) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- (2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfillment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- (4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (5) The Vessel shall have liberty:-
- (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
- (b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

- (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

B. CLAUSE PARAMOUNT

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 (“the Hague Rules”) as amended by the Protocol signed at Brussels on 23 February 1968 (“the Hague-Visby Rules”) and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract, save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

C. GENERAL AVERAGE

General Average shall be adjusted and settled at a port or place in the option of the Carrier according to the York-Antwerp Rules, 1994 or any subsequent amendment thereto.

D. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Charterers, Shippers, Consignees, owner of the goods or to any holder of a Bill of Lading issued under this Charter Party, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid.

For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract.

E. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

F. BOTH-TO-BLAME COLLISION CLAUSE

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

Clause 25 – Release of Charter Party Details to Third Party

All negotiations/fixture to be kept strictly private and confidential.

Clause 26 – Description

SHIP'S PARTICULARS

Name: Ocean Force Owner: Redbrick Ventures Ltd.,
Call sign: V3WI7 Drake Cambers, Road Town,
Built: Husum, 1983 Tortola, BVI.
Yard No.: 1482 Husumer Schiffswerft
Flag/Port of registry Belize/Belize City
Official No.: 731482
IMO No.: 8215613
GL No.: 30398
MMSI No.: 312666000
INM-C No.: 431266611/431266610 Freeboard from deck line(H/C CLOSED): INM Mini-M Voice No.: 870-765-039223 Tropical: 1205mm Deck line=6,02m INM Mini-M Fax No.: 870-761-134328
Summer: 1205mm FW Allowance=100mm Winter: 1205mm Summer draft: 4,82m
E-Mail oceanforce@skyfile.com WNA: 1205mm
Class: Ro-Ro ship, Semi-submersible
equipped for Containers Freeboard from deck line(H/C OPENED):
Classification : Germanischer Lloyd;+100 A5 Tropical: 2415mm Deck line=6,02m SUEZ PANAMA
Summer: 2490mm FW Allowance=75mm
GRT: 6705 6796,71 6962 Winter: 2565mm Summer draft: 3,53m
NRT: 2011 6051,38 6107 WNA: 2615mm
DWT: 4374 Open sky: 2030
LOA: 106,11 LBP: 99,65m
Breadth: 19,6 BOA: 20,42m
Moulded depth: 10,95m Tanks capacities
Summer draft: 4,82 Open sky: 3,53 IFO: 462mts FW: 98mts
Light ship: 2979 w/o h/covers: 2725 MGO: 58mts BW: 7195mts
Air draft above keel: 35,00m To radar mast: 31,75m
Depth(CGO DECK): 5,01m Upper deck: 10,95m
Holds/hatches: 1.1 Hold cubic breakdow 370.000cbf bale 10,487cbm
Hatch type: Single box Container capacity: 452TEU(see remark)
H/covers type: MACOR, PICK-A-PACK system Hold: 228TEU(w/o stack cones) Upper deck: 224TEU 25/40mts
Hold dimensions(LxBxH)
Garage deck: 85,5x14,92x7,80m
Cranes 2 x 63 t on starboard side
Upper deck: 86,60x15,00m
Hatch covers (LxBxH)
HC No. 1,2,3,4,5,6: 12,54x15,00x0,90m Weight: 38mt
HC No.7 10,67x15,00x0,90m Weight: 32mt Total weight: 260mt
Weight:
Weight: Total weight:
Deck strength: Stackweight container 20'/40':
Garage= 10,00t/m 60/90tons
Tween deck=

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

Upper deck= 1,27t/m 25/40tons

Engine: MAK 6M 453AK- 1470kW x 2 no ponton tween deck on board

Bow truster: 300kW vessel can carry 2-3 teu with own equipment

Generators: 130kW x 2

Shaft generator: 300kW

speed abt 10 kn on abt 9 mts IFO30 cst. Port idle consumption 1,3 mts mgo.

with one crane working 16 hours 3 mts mgo, 2 cranes working 16 hours 5 mts mgo

vessel burns mgo whn manoeuvring/navigation in confined waters/rivers/estauries/canals and in/out of ports or when swell does not allow to use shaft gens

The aforementioned speed and consumption warranties are applicable only on "good weather days" of wind force not exceeding force 2 of Beaufort scale and sea state conditions not exceeding force 2 of Douglas scale free of adverse swell and adverse current. It is understood that the above speed / consumption warranties are not applicable during bad weather days

No extrapolation of performance calculations to be made for bad weather period
vessel have no container shoes in low hold, so any containers loaded under deck shall be secured as usual general cargo. Container lashing as on board for part of the container intake
final bunker intake is upto master descretion but always upto max 90% of max intake
fuel supplied by the charterers shall comply with iso 8217 -2010 specs

vsl is equipped with a straight stern ramp leading into her garage.

there is no roro connection (such as an elevator or a ramp) fm her garage to her upper deck. The garage can be reached by the stern ramp or by vsls derricks or by shore gear.

the upper deck can be served by vsls derricks or by shore gear.

stern ramp capacity 650 mts repeat 650 mts.

ramp dims 10.5m lenght x 15.0m width.(but with usable width of 13.0m only).

In case of need vessel can sail with open hatches with no height limits, except stability. dwcc with closed hatches roughly 3500-3700 mts subject to trim stability
dwcc with open hatches abt 1400 mts subject to trim stability

all details about given in good faith but without guarantee

Owners confirm that vessel's stability allows upto 450 MT deck cargo (2 container tiers) with empty holds

Owners hereby confirm that 11 reefer plugs among the 20 reefer plugs on main deck are already in full working condition as from delivery of the vessel.

Within 30 days from delivery of the vessel, the Owners will do their best to have the all 20 reefer plugs on main deck working in full condition at Chartereurs disposal

Then Owners undertake to do their best efforts to increase the reefer plugs capacity upto 30 (thirty) (ie Owners to add 10 plugs on top of the original 20 plugs of main deck) as from 1st december 2019

In any case Owners/Vessel to be responsible for the condition and maintenance of the reefer plugs during the charter party (see clause 18a iii (5))

Only eventual consumption of MGO for a power pack if used for the purpose to increase the reefer plugs capacity to be for charterers account.

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

Clause 27- Bunkers on delivery and on redelivery

The Charterers on delivery shall take over only the bunkers complying with 0.1% ECA regulations remaining on board the vessel and the Owners on redelivery shall take over for the same quality of bunkers remaining on board the vessel.

The quantities on redelivery shall be more or less the same as the quantities as on delivery. Only the minor difference to be settled at time of redelivery with unit price to be the one paid by the Charterers (excluding barging) at last bunkering port before the redelivery

Clause 28 – Fuel in tanks

The Owners warrant that the Vessel is suitable for the carriage on deck only of vehicles with fuel/gasoline in their tanks and batteries connected.

Clause 29 - Cargo Import-Export Permits/Taxes and/or Dues

Customs' and security clearance, export and/or import permits for cargo to be at Charterers risk and expense.

Taxation or levies, whatsoever for these purposes, to be for Charterers account and to be paid by Charterers.

Any taxes and/or dues on the cargo and on the freight arising out of cargoes or ports visited under this Charter shall be for Charterers account.

Any unlawful and/or illegal merchandise and/or goods pertaining to the cargo found inside trailer/containers/cars/unit loads/passengers are solely Charterers' responsibility and all resulting consequences are to be borne by Charterers.

Clause 30 - Lashing Equipment

The Vessel to be delivered with a full set of supplier certified lashing/securing material to carry the full capacity of trailers as per Vessel's description and complying with the Vessel's Cargo Securing Manual. However trailer trestles are not available and shall be provided by the Charterers at their cost. Such equipment to be in good working condition on delivery and during the currency of the charter Owners to replace/repair material when worn out due to normal wear and tear.

The vessel to be redelivered with the same quantities and type of lashing/securing material. The Charterers to be responsible for damages to lashing/ securing materials and trailer trestles caused by cargo stevedores/ Charterers servants. The Charterers are to replace/repair same at their expense.

Damages/lost items have to be reported by the Master to the Charterers or their agents, in writing, within 72 hours after relevant occurrence as far as possible.

The Master is to keep a record of any Charterers gear/equipment supplied to the Vessel redelivering such gear/equipment to Charterers at the expiry of the charter period. Charterers gear/equipment is put on board the Vessel at Charterers time and expense and the Vessel is not responsible for the maintenance or shortages of such gear/equipment.

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

Owners confirm the lashing equipment is available on board as follows

Судно/Ship "Ocean Force"		Дата/Date "30" June 2019		
№ №	Наименование / items	Кол-во/ Qty	Состояние/ Condition	Номер сертификата/ Certificate No.
1.	Wire Clip Cast Iron Standard 19mm	1230	100%	Не имеется
2.	Wire Clip Cast Iron Standard 22mm	1230	100%	Не имеется
3.	Base twistlock for deck shoes	178	50 %	Не имеется
4.	Twistlock frontal between containers	300	50 %	Не имеется
5.	Bridge fitting	105	50 %	Не имеется
6.	Chain spanners	165	50 %	Не имеется
7.	Lashing chain – 5mtr	92	70 %	Не имеется
8.	Lashing chain – 2,5mtr	80	50%	Не имеется
9.	Lashing chain - china	110	70%	Не имеется
10.	Lashing chain china 6M set	75	60%	имеется
11.	Wire rope 22 mm	200	good	Не имеется
12.	Wire rope 19 mm	100	good	Не имеется
13.	Wire rope 16 mm	100	good	Не имеется
14.	Wire rope 18 mm	200	50 %	Не имеется
15.	Turnbuckles SWL 9.7 T	100	50 %	Не имеется
16.	Turnbuckles SWL 7 T	20	50 %	Не имеется
17.	Turnbuckles SWL 49 T	30	50 %	Не имеется
	For lashing hatch covers in rest position			
18.	Slings D 26 mm L 3.7m	2	good	Не имеется
19.	Slings D 26 mm L 5.0m	4	good	Не имеется
20.	Slings D 26 mm L 5.2m	4	good	Не имеется
21.	Slings D 26 mm L 6.0m	4	good	Не имеется
22.	Slings D 26 mm L 6.8m	4	good	Не имеется
23.	Slings D 26 mm L 8.7m	2	good	Не имеется
24.	Slings D 26 mm L 5.0m	2	50 %	Не имеется
25.	Shackles SWL 9.5 T	40	50 %	Не имеется
26.	Turnbuckles SWL 10 T	22	50 %	Не имеется
	For lifting hatch covers			
27.	Slings D 36 mm L 12.0m	4	good	Не имеется
28.	Shackles SWL 25 T	4	50 %	Не имеется

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

Clause 31 - Cargo Inside Vehicles and/or Containers

Securing of cargo inside Vehicles, containers and other unit loads to be entirely Charterers concern and responsibility.

Owners shall in no case be responsible for claims and consequences arising from bad stowage of cargo inside the Vehicles, containers and other unit loads. Any damage to the Vessel, her tackle, apparel, furniture or else resulting from insufficient securing of cargo in Vehicles, containers and/or other unit loads shall be repaired at Charterers time and expenses. Under no circumstances are Owners responsible for the shipment of defective unit loads.

Charterers shall be responsible for the information given to the Master as regards aggregate weight of Vehicles, containers and other unit loads for stowing and trimming purposes and Charterers to be responsible for any consequences, delays and expenses as may arise in port or at sea from discrepancies between informed and actual weight of unit loads.

Any unlawful and/or illegal merchandise and/or goods pertaining to the cargo found inside Vehicles/containers/unit loads are solely Charterers responsibility and all resulting consequences are to be borne by Charterers.

Clause 32 - Flag/Class

Owners are not allowed to change the Flag/the Classification Society during the currency of this Charter

Clause 33 - Certificates

Owners represent and warrant that at the time of delivery and at all times during the currency of this charter all the vessel's statutory and class certificates shall be fully valid and in force without restrictions/limitations under Vessel's flag regulations and the validity of such certificates during the Charter Period shall be on Owners' account and responsibility.

The time while the Vessel is unable to effect the service due to any deficiency or withdrawal of the Vessel's actual statutory and class certificates/Documents shall be considered off-hire.

Clause 34 - Bunker Fuel Sulphur Content Clause

(a) For the purpose of this Clause, "Sulphur Content Requirements" means any sulphur content and related requirements as stipulated in MARPOL Annex VI (as amended from time to time) and/or by any other applicable lawful authority.

(b) The Charterers shall supply fuels to permit the Vessel, at all times, to comply with any applicable Sulphur Content Requirements. All such fuels shall meet the specifications and grades set out in this Charter Party.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers shall comply with the Sulphur Content Requirements.

The Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all losses, damages, liabilities, delays, deviations, claims, fines, costs, expenses, actions, proceedings, suits, demands arising out of the Charterers' failure to comply with this subclause (b), and the Vessel shall remain on hire throughout.

Additional Clauses (PART III) to the Charter Party for the MV "OCEAN FORCE" dated Versailles, 1st August 2019

(c) The Owners warrant that the Vessel shall comply with the Sulphur Content Requirements.

Subject to the Charterers having supplied the Vessel with fuels in accordance with subclause (b), the Charterers shall not otherwise be liable for any losses, damages, liabilities, delays, deviations, claims, fines, costs, expenses, actions, proceedings, suits, demands arising out of the Owners' failure to comply with this subclause (c).

Clause 35 - Bunker Quality Control Clause

(1) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) mutually agreed under this Charter.

(2) At the time of delivery of the Vessel the Owners shall place at the disposal of the Charterers, the bunker delivery note(s) and any samples relating to the fuels existing on board.

(3) During the currency of the Charter the Charterers shall ensure that bunker delivery notes are presented to the Vessel on the delivery of fuel(s) and that during bunkering representative samples of the fuel(s) supplied shall be taken at the Vessel's bunkering manifold and sealed in the presence of competent representatives of the Charterers and the Vessel.

(4) The fuel samples shall be retained by the Vessel for 90 (ninety) days after the date of delivery or for whatever period necessary in the case of a prior dispute and any dispute as to whether the bunker fuels conform to the agreed specification(s) shall be settled by analysis of the sample(s) by SGS or by another mutually agreed fuels analyst whose findings shall be conclusive evidence as to conformity or otherwise with the bunker fuels specification(s).

(5) The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the ship's engines or auxiliaries the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences.

Clause 36 - Lien Clause

In addition to the right of lien conferred on the Owners according to the provisions of the charter-party lien clause, the Owners also to have a lien over bunkers on board, as well as over any sums due to Time Charterers under any sub-charterparties (in addition to freights and sub- freights), for any amounts due under this charter-party. Further, in the event of the Owners' exercise of their liberty to withdraw the vessel in accordance with the provisions of the charter-party withdrawal clause, the ownership of any bunkers remaining on board shall thereupon vest in Owners, who shall allow to Time Charterers by way of credit against any sums due to Owners the value of such bunkers calculated in accordance with the provisions of the charter-party bunkers clause applicable on redelivery.

Clause 37 - Confirmation of payment D/A, bunker supply.

It's Charterers' obligation to provide Owners at their request with the following:

-Upon sailing each port while T/C period, the agent will confirm directly to Owners in written that D/A due vessel's call has been paid in full.

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FORCE" dated Versailles, 1st August 2019

-Within max 30 days after bunkering Charterers will provide Owners with clear evidences that bunker delivered on board has been actually paid.
Such evidences shall include swift confirmation, Supplier's Payment receipt.

Clause 38 – Cargo on board at time of delivery

Due to the fact that vessel was clean fixed after completion of discharging under her previous voyage, vessel will have a small cargo (reducing cargo intake) consisting of (2 x 40' containers + 1x 20' flt racj 14 feet height + 2 desicant frames 240x96x162 inches) on board on delivery of the vessel under present charterer party.
The described small cargo above will be discharged after the delivery of the vessel at first opportunity at Owners time and account.

Clause 39 – Anti-Drug Abuse

In pursuance of the provisions of the U.S. Anti-Drug Abuse Act 1986, or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly.

Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up bail to secure release of the Vessel.

Clause 40 – Stowaways

If stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers or by any other means related to the cargo operation, this shall amount to breach of charter. The Charterers shall be liable for the consequences of such breach and hold the Owners harmless and keep them indemnified against all claims; costs (including but not limited to victualling costs for stowaways whilst on board and repatriation); losses; and fines or penalties, which may arise and be made against them. The Charterers shall, if required, place the Owners in funds to put up bail or other security. The Vessel shall remain on hire for any time lost as a result of such breach.

<u>The Owners</u>		<u>The Charterers</u>